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4 *Attorney for Plaintiff*
 JENNY SHAO

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IN THE UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

10 JENNY SHAO,

11 Plaintiff,
 12 vs.

13 URBAN ALCHEMY, *et al.*,

14 Defendants.

Case No. 3:23-cv-06300-CRB

**STIPULATION FOR DISMISSAL;
~~[PROPOSED]~~ ORDER**

Fed. R. Civ. P. 41(a)

15 WHEREAS, on August 7, 2024, Plaintiff JENNY SHAO and Defendants URBAN ALCHEMY,
 16 MID-MARKET FOUNDATION AND ROBERT MOORE (the “First Settling Parties”) entered into a
 17 written settlement agreement effective August 7, 2024 (the “First Partial Settlement Agreement”);

18 WHEREAS, on January 21, 2025, Plaintiff JENNY SHAO and Defendants CITY AND
 19 COUNTY OF SAN FRANCISCO, ANDREW Q. JUAREZ, and RUBEN A. ROMERO (the “Second
 20 Settling Parties”), together with certain payers, entered into a written settlement agreement as to all
 21 claims asserted against said Defendants (the “Second Partial Settlement Agreement”);

22 WHEREAS, the First Settling Parties no longer anticipate filing a Motion for Good Faith
 23 Settlement with respect to the First Partial Settlement;

24 IT IS HEREBY STIPULATED, by and among the First Settling Parties, through their respective
 25 counsel, that any condition to settlement requiring a Court determination of the good faith of the
 26 settlement be, and hereby is, irrevocably WAIVED;

27 IT IS FURTHER STIPULATED, by and among the First Settling Parties and the Second Settling
 28

1 Parties, that the entire Action, including all claims against all Parties, should be dismissed with prejudice,
2 and that each Party to the Action should bear its own attorneys' fees, expert fees, and other costs and
3 expenses;

4 IT IS FURTHER STIPULATED, by and among the First Settling Parties and the Second Settling
5 Parties, that the Court should enter an Order maintaining jurisdiction to enforce the terms and conditions
6 of the First Partial Settlement Agreement and the Second Partial Settlement Agreement, pursuant to Rule
7 41(a)(2) of the Federal Rules of Civil Procedure.

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9 Stipulated by Plaintiff JENNY SHAO:

10 Dated: February 28, 2025

11 By: /s/ Donald Cloyce Wagda
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14 Palo Alto, California 94301
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15 Attorney for Plaintiff
16 JENNY SHAO

17 Stipulated by Defendant URBAN ALCHEMY:

18 Dated: February 28, 2025

19 By: /s/ Kere K. Tickner
20 KERE K. TICKNER (Cal. Bar No. 174777)
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Email: ktickner@mcglinchey.com

22 Attorneys for Defendant
23 URBAN ALCHEMY

1 Stipulated by Defendant MID-MARKET FOUNDATION:
2

3 Dated: February 28, 2025
4

5 By: /s/ Jeffrey V. Ta
6 JEFFREY V. TA
7

8 JEFFREY V. TA, State Bar No. 225188
9 LAGASSE BRANCH BELL + KINKEAD LLP
10 88 Kearny Street, Suite 1850
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15

16 Dated: March 3, 2025
17

18 By: /s/ Arnold Levine
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26

27 *Attorneys for Defendant*
28 MID-MARKET FOUNDATION
29

30 Stipulated by Defendant ROBERT MOORE:
31

32 Dated: March 3, 2025
33

34 By: /s/ Jay D. Brown
35 JAY D. BROWN, ESQ., State Bar no. 143522
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43 *Attorneys for Defendant*
44 ROBERT MOORE
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2 Stipulated by Defendants CITY AND COUNTY OF SAN FRANCISCO, ANDREW Q JUAREZ
3 AND RUBEN A. ROMERO:

4 Dated: February 28, 2025
5

6 By: /s/ Katherine B. Bearman
7 KATHERINE B. BEARMAN

8 DAVID CHIU, State Bar #189542
9 City Attorney
10 JENNIFER CHOI, State Bar #184058
11 Chief Trial Deputy
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22 *Attorneys for Defendants*
23 CITY AND COUNTY OF SAN FRANCISCO
24 ANDREW Q. JUAREZ
25 RUBEN A. ROMERO
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FILER'S ATTESTATION

Pursuant to Civil L.R. 5-1(i)(3), I, Donald Wagda, declare under penalty of perjury under the laws of the State of California that each of the other signatories hereto has concurred in the filing of this document.

Dated: February 28, 2025

/s/ Donald Cloyce Wagda
DONALD CLOYCE WAGDA

Attorney for Plaintiff
JENNY SHAO

1 **[PROPOSED] ORDER**
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3 PURSUANT TO STIPULATION, IT IS SO ORDERED. All claims against all Defendants, and
4 this entire Action, are hereby dismissed with prejudice. Each Party to this Action shall bear its own
5 attorneys' fees, expert fees, and other costs and expenses. This Court shall retain jurisdiction to enforce
6 the terms and conditions of the First Partial Settlement Agreement and the Second Partial Settlement
7 Agreement (each as defined in the Stipulation).

8 Dated: March 4, 2025

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11 HON. CHARLES R. BREYER
12 United States Senior District Judge

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